# **CH \$40.00 368376**

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM574458

| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
|-----------------------|-------------------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

#### **CONVEYING PARTY DATA**

| Name                            | Formerly                                   | Execution Date | Entity Type                                |
|---------------------------------|--|----------------|--|
| ABSOLUTE IMAGING SOLUTIONS, LLC | FORMERLY TTG<br>EQUIPMENT SERVICES,<br>LLC | 04/30/2020     | Limited Liability Company:<br>PENNSYLVANIA |

#### **RECEIVING PARTY DATA**

| Name:           | OFS AGENCY SERVICES, LLC, AS AGENT  |  |
|-----------------|-------------------------------------|--|
| Street Address: | 10 SOUTH WACKER DRIVE, SUITE 2500   |  |
| City:           | CHICAGO                             |  |
| State/Country:  | ILLINOIS                            |  |
| Postal Code:    | 60606                               |  |
| Entity Type:    | Limited Liability Company: DELAWARE |  |

#### **PROPERTY NUMBERS Total: 1**

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 3683766 | NIS       |

### **CORRESPONDENCE DATA**

**Fax Number:** 3125774565

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 312-577-8265

Email: kristin.brozovic@katten.com
Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe St

Address Line 4: Chicago, ILLINOIS 60661

| ATTORNEY DOCKET NUMBER: | 390105-2           |
|-------------------------|--------------------|
| NAME OF SUBMITTER:      | Kristin Brozovic   |
| SIGNATURE:              | /Kristin Brozovic/ |
| DATE SIGNED:            | 05/01/2020         |

## **Total Attachments: 5**

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TRADEMARK REEL: 006928 FRAME: 0356

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of April 30, 2020, is executed and delivered by ABSOLUTE IMAGING SOLUTIONS, LLC, a Pennsylvania limited liability company f/k/a TTG Equipment Services, LLC ("Grantor"), in favor of OFS AGENCY SERVICES, LLC, in its capacity as administrative and collateral agent (in such capacity, together with its successors and assigns in such capacity, "Agent") for the Secured Parties under the Security Agreement referred to below. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement.

### **RECITALS:**

WHEREAS, Grantor has adopted, used and is using the Trademark registrations and applications set forth on Annex 1 hereto (collectively, the "**Trademark Collateral**");

WHEREAS, Grantor has executed and delivered in favor of Agent for the benefit of the Secured Parties that certain Security Agreement dated as of March 1, 2019 (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Agent for the benefit of the Secured Parties a security interest in, among other things, all right, title and interest of Grantor in and to the Trademark Collateral to secure the prompt and complete payment, performance and observance of all Grantor's Secured Obligations;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor agrees as follows:

- 1. Incorporation of Security Agreement. The Security Agreement, and the terms and provisions thereof, are hereby incorporated herein in their entirety by this reference thereto.
- 2. Grant and Reaffirmation of Grant of Security Interests. To secure the prompt and complete payment, performance and observance of all Grantor's Secured Obligations, Grantor hereby grants to Agent for the benefit of the Secured Parties (and hereby ratifies, confirms and reaffirms its grant pursuant to the Security Agreement of) a continuing security interest in all of the following property and interests in property of Grantor, whether now owned and existing or hereafter acquired or arising:
  - (a) all of the Trademarks, and all registrations and applications thereof;
  - (b) all extensions or renewals of any of the foregoing Trademarks;
  - (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing Trademarks;
  - (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and
  - (e) all products and Proceeds of the foregoing Trademarks, including any income, royalties, and awards and any claim by any Grantors against third parties for past, present, or future infringement of any Trademark or any Trademark licensed under any Trademark License.

TRADEMARK REEL: 006928 FRAME: 0357 Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 of the Security Agreement attach to any intent-to-use trademark application prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Agreement is deemed to conflict or is inconsistent with the Security Agreement, the provisions of the Security Agreement shall govern and control.

This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Security Agreement by facsimile (or other electronic) transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

ABSOLUTE IMAGING SOLUTIONS, LLC, a

Pennsylvania limited liability company

By:

Name: John R. Tomayko, Ph.D. Title: Vice President

# **Acknowledged:**

OFS AGENCY SERVICES, LLC, as Agent

**REEL: 006928 FRAME: 0360** 

## ANNEX 1 TO TRADEMARK SECURITY AGREEMENT

# **TRADEMARKS**

| <u>Trademark</u> | Application Date | Serial No. | Registration Date | Registration No. |
|------------------|------------------|------------|-------------------|------------------|
|                  | 11/20/2007       | 77334164   | 9/15/2009         | 3683766          |

**RECORDED: 05/01/2020** 

TRADEMARK REEL: 006928 FRAME: 0361